



Comptroller General
of the United States

Washington, D.C. 20548

144012^{Evans}

Decision

Matter of: Nova Commercial Co., Inc.

File: B-244168

Date: May 28, 1991

Lawrence W. Luecking for the protester.
Catherine M. Evans, Esq., Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

1. Protest of agency's failure to award a contract to the apparent low bidder is dismissed as premature where agency has not yet made award and has not indicated to protester that protester is not in line for award.
2. Agency's decision not to extend protester's current contract until performance is scheduled to begin under new contract is a matter of contract administration which General Accounting Office does not consider under its bid protest function.

DECISION

Nova Commercial Co., Inc. protests the actions of the General Services Administration (GSA) under invitation for bids (IFB) No. GS-09P-91-KSC-0040.

We dismiss the protest.

Nova, the incumbent contractor for the required services and the apparent low bidder under the IFB, states that it contacted GSA contracting personnel several times after the April 17, 1991, bid opening to inquire as to the status of the award. Nova also requested that GSA extend its current contract, which expires on May 31, since performance under the IFB is not scheduled to begin until August 1. During these conversations, GSA allegedly informed Nova that it does not wish to extend the current contract, and refused to give Nova any information regarding award of the new contract. Nova contends that the agency's failure to extend its current contract and award it the new contract is improper.

We will not consider these allegations. With regard to GSA's failure to make award to Nova, the protest is premature, as GSA apparently has not made its final award selection, and

there is no reason to believe that Nova is not in line for award. See Cooley Container Corp., B-221999, Feb. 24, 1986, 86-1 CPD ¶ 191. Further, GSA's decision not to extend Nova's current contract, pending the beginning of performance under the new IFB, is a matter of contract administration not within the scope of our bid protest function. See 4 C.F.R. § 21.3(m)(1) (1991).

The protest is dismissed.



John M. Melody
Assistant General Counsel